

was, that the only priority in the matter was between Robinson and Lee, and that the latter was answerable to the former for the one-third of the proceeds of the tobacco, or to render him that third in kind. That in this view, which is founded on what transpired, as the defendant believes, and, as he asserts, on the remembrance he has of the proceedings, the decision of the referees formed no defence for Lee against Robinson in the latter's suit against him, and concluded nothing upon their relative rights and liabilities.

That he knows not what occurred in the course of the trial of Robinson's suit against Lee, but he maintains that the latter was justly and legally liable to the former for the amount for which the judgment was rendered, as being for the proceeds of the former's one-third of the tobacco raised from the farm, and that the judgment was therefore fairly rendered, and none of the considerations objected by the bill would have availed either equitably or legally to prevent a judgment or stay its execution. He knows nothing of any agreement between Lee and Robinson for rendering judgment in said suit or for afterwards having a suit prosecuted by Lee against Iglehart on the indemnification agreement referred to in the bill, nor does he know whether Lee actually satisfied the judgment obtained against him by Robinson, but he denies that Iglehart is concerned to inquire whether said judgment was satisfied actually by Lee, inasmuch as in any event Iglehart's agreement bound him to satisfy it himself, and thus truly, according to the terms and honesty thereof, to indemnify and save harmless the said Lee. He denies that Iglehart is entitled to any relief against his own act in allowing a verdict and judgment against him, when if he had any defence, (which is denied he either legally or morally had,) the law and the occasion of the trial put all the means and materials of defence at that period in his power, and especially since the judgment is only for the amount he was bound to pay to Lee or to Robinson, if the latter had, in equity, claimed the benefit of the former's claim against Iglehart, under the agreement for indemnification.

He denies that Lee's judgment against Iglehart was recov-